

## **OPERATOR CONTRACT FOR A COLLEGE-PREPARATORY BOARDING SCHOOL**

This Contract is entered into by and between the State Board of Education ("State Board," sometimes herein referred to as the "Ohio Department of Education" or the "Department," as the context requires based on the manner in which the State Board anticipates fulfilling its obligations hereunder) and the SEED Foundation ("SEED" or "Operator"), a private non-profit corporation, (each, "Party," and together, "the Parties") for the operation of a college-preparatory boarding school ("School") to be established under Chapter 3328 of the Ohio Revised Code ("ORC").

WHEREAS, ORC Chapter 3328 provides for the establishment of a college-preparatory boarding school; and,

WHEREAS, the State Board issued a request for proposals pursuant to ORC 3328.11 seeking a qualified private non-profit corporation to establish and operate a college-preparatory boarding school as provided by ORC Chapter 3328, and on January 30, 2012, SEED submitted such a proposal; and,

WHEREAS, pursuant to ORC 3328.11, the State Board selected SEED to be the operator of a college-preparatory boarding school based upon SEED's experience operating a similar school or program, the demonstrated success of that school or program in improving the academic performance of students, and SEED's demonstrated capacity to secure private funds for the development of the college-preparatory boarding school that is the subject of this Contract; and,

WHEREAS, the Parties agree that an essential principle in a public college-preparatory boarding school is its flexibility, adaptability, and capacity to change in the interests of continuous improvement and efficiency and student achievement, and further, that the Parties are interested in results, and not inflexible prescriptions;

NOW, THEREFORE, pursuant to ORC 3328.12, the Parties hereby agree as follows.

### **ARTICLE I: ESTABLISHMENT OF A COLLEGE-PREPARATORY BOARDING SCHOOL**

- 1.1 **Purpose.** This Contract authorizes SEED to establish and operate the School as a college-preparatory boarding school to be located in the Cincinnati City School District, pursuant to ORC Chapter 3328. The School shall be a public school, independent of any school district, and part of the State of Ohio's program of education. The School shall be governed by a board of trustees ("Board of Trustees"), which may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, ORC Chapter 3328, and the terms of its contract with the Operator. SEED expressly confirms that the School will be established according to, and in compliance with, sections 1.2 through 1.5 below.
- 1.2 **Tax Exempt Status.** The School may, but is not required to, qualify as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. Should the School

so qualify, a copy of its federal tax exempt status determination letter must be forwarded to the Department. Any change in tax status of the School must be reported in writing to the Department within thirty (30) business days after notice to the School or the Board of Trustees, with a copy of any documentation and official/governmental notices or letters.

- 1.3 **Corporate Documents.** Attached as Attachment 1.3 are the School's Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Employer ID Number, and IRS Determination Letter (if any). Any changes or updates in any of these documents must be reported in writing to the Department within thirty (30) days of the effective date of such changes, along with a copy of all documentation and filings.
- 1.4 **Vision.** The School will be a college-preparatory, public boarding school whose primary mission will be to provide an outstanding, intensive educational program that prepares eligible, at-risk students, both academically and socially, for success in college and beyond. The School will be the first public boarding school in Ohio and will start with a class of up to 80 sixth graders in the 2013-2014 school-year, adding a grade each year and with a maximum capacity of 400 students in grades 6-12. The School's targeted student body will be low-income, at-risk and disadvantaged students from participating districts that will benefit from 24 hour-a-day support and a stable learning environment. To achieve these goals, the School and Operator will integrate a rigorous academic program with a nurturing boarding program that will teach life skills in a safe and secure environment. The program will include academic, residential, mental health, physical health, social, and enrichment programs.
- 1.5 **Board of Trustees, Open Meetings Act, Public Records, and Ethics.** The Operator shall require that either it and/or the School meet the following conditions as applicable:
  - (a) The Operator shall comply with the provisions of ORC Chapter 3328, this Contract, the bylaws that will be adopted by the Board of Trustees, and the rules that will be adopted by the State Board under ORC 3328.50.
  - (b) The Board of Trustees shall be constituted pursuant to ORC 3328.15, with appointment and removal of members as provided therein and as according to the bylaws.
  - (c) The School will be a public school and part of Ohio's program of education in accordance with ORC 3328.02.
  - (d) The School and the Board of Trustees shall comply with Ohio's Public Records Act as if the Board of Trustees were a public office as defined by ORC 149.011(A).
  - (e) The School and the Board of Trustees shall comply with Ohio's Open Meetings Act as if the Board of Trustees were a public body as defined by ORC 121.22(B)(1).
  - (f) The members of the Board of Trustees shall comply with ORC Chapters 102 and 2921 (Ohio's Ethics Laws) if and as determined to be applicable by the Ohio Ethics Commission; except that the Board of Trustees shall comply with ORC 102.02 as if the

School were a school district and the School's Trustees were board of education members.

## **ARTICLE II: DUTIES OF STATE BOARD**

- 2.1 **Responsibilities:** The State Board shall ensure the performance of all duties and responsibilities applicable to it or the Department hereunder. The State Board may delegate, as permitted by law, any of its responsibilities under this Contract to the Department or the State Superintendent of Public Instruction.
- 2.2 The State Board and/or the Department, as appropriate, shall carry out the following responsibilities, and adhere to the limitations, established by law, regulation, and/or this Contract, including but not limited to:
- (a) The State Board shall monitor the School's compliance with state and federal law, administrative regulations applicable to a college-preparatory boarding school, and with the terms of this Contract.
  - (b) The Department shall monitor the operation and programs of the School, including on-site visits, as provided in this Contract.
  - (c) The State Board shall monitor and evaluate the academic and fiscal performance of the School.
  - (d) The State Board and/or the Department may intervene with the Operator and/or the School and take actions necessary and expressly permitted by law or by this Contract to address issues of noncompliance with ORC Chapter 3328, this Contract, the bylaws adopted by the Board of Trustees, or rules adopted by the State Board.
  - (e) The Department shall provide reasonable technical assistance to the School and/or the Operator in complying with this Contract and with applicable laws (provided, however, neither the State Board nor the Department shall be obligated to give legal advice to the Operator or the Board of Trustees).
  - (f) The State Board agrees that all materials provided or developed by the Operator with respect to performance by the Operator or the School under this Contract, including but not limited to any software code (whether in object code or source code form), proprietary data, proprietary documentation associated with the operation of the School, or other proprietary information developed or provided by the Operator, such as logos, trademarks/service marks, trade names, non-public know-how, methodologies, equipment, processes, copyrights, patents, trade secrets and any other proprietary rights inherent in and appurtenant to the operation of the School (collectively "Operator Property") shall remain the sole and exclusive property of the Operator. In accordance with any agreement between the Operator and the Board of Trustees, in the event the School creates any modifications to or derivative works of Operator Property, any such modifications and derivative works shall be considered a

“work made for hire” and will be considered Operator Property. The State Board agrees that nothing in this Contract shall give the State Board or Department any right, title or interest in or to Operator Property during or after the term of this Contract.

- (g) The Department shall pay to the School the amounts specified in ORC 3328.34 and such other amounts as required by law, subject to ORC 3328.03.
- (h) The Department shall provide the Operator and the School with notice of contemplated proposed new or amended rules or guidelines affecting college-preparatory boarding schools and shall provide the Operator and School the opportunity to participate in the development of the same prior to formal proposal.
- (i) The State Board and the Department shall facilitate the School's relationship with other state and federal agencies. Additionally, the State Board shall coordinate and streamline any noneducation program requirements potentially applicable to the School or Operator in order to eliminate redundant or conflicting requirements, licensing provisions, and oversight by government programs or agencies, as required by ORC 3328.34(C).

### **ARTICLE III: OPERATOR’S GENERAL RESPONSIBILITIES WITH REGARD TO THE SCHOOL’S LEGAL STRUCTURE AND OPERATIONS**

3.1 **School Governance:** The Operator shall require that the School is established, governed, and operated according to the following requirements:

- (a) Board of Trustees. The School shall be governed by a Board of Trustees consisting of up to 25 members. The Operator shall require that the members of the Board of Trustees and their appointments meet the requirements of ORC 3328.15. The Operator shall provide the Department with the names and contact information of the initial members appointed to the Board of Trustees within thirty (30) days of appointment. The Operator shall notify the Department of any changes in membership to the Board of Trustees within thirty (30) days of such change.
- (b) Officers. The Operator shall require that the bylaws adopted by the Board of Trustees contain a provision regarding the election of Board of Trustees officers, including the number of said officers and their titles.
- (c) Training of Board of Trustees Members. Board of Trustees Members shall be required to attend any training if and as required by law.
- (d) Criminal Background Checks of Board of Trustees Members. The Operator shall require each Board of Trustees Member to, within thirty (30) days of being approved as an official voting member of the Board of Trustees, request a BCI and FBI background check. All background checks must be on file with the School within sixty (60) days of the effective date of the member’s term, except that if BCI and/or the FBI have not completed the background checks by that date, such checks shall be

on file with the School within ten (10) business days of receipt of the completed background check. Each Board Member shall sign a consent form to release the results of their background check to the Operator and to the Department. The results of each Board Member's background check must qualify the Board Member to be a school volunteer pursuant to R.C. 109.575.

- (e) Communication between the Parties. The Parties shall promptly communicate with each other upon obtaining knowledge of any event or circumstance that might have a significant effect on the operation or reputation of the Operator, the School and/or the Board of Trustees with respect to something that will impact the School or the performance of this Contract.
- (f) Member Selection and Notices. The Operator shall monitor the terms of office of members and the appointment and removal of Board of Trustees members for compliance with ORC Chapter 3328. The Operator shall notify the Governor's office when a vacancy occurs over which the Governor has appointment authority.
- (g) Non-discrimination Notices. The Operator shall require the Board of Trustees to provide notices to students, parents, employees and the general public indicating that all of the School's educational programs are available to its students without discrimination on any ground prohibited by applicable law. Further, the School shall provide a non-discrimination notice in all admissions materials, handbooks, and application forms.

3.2 **Cooperation with State Board and Department Oversight.** The Operator shall cooperate with, and shall require the School to cooperate with, the State Board and/or the Department in all activities as required by law and rules of the Department for oversight of a college-preparatory boarding school. This includes, but is not limited to site visits and financial reviews as required by law or as requested by the Department for good cause.

3.3 **Reports to the Department.** In accordance with ORC 3328.31, the Operator shall require that the School reports the following to the Department, in the form and manner as prescribed by the Department:

- (a) The total number of students enrolled in the School; and
- (b) The total number of students enrolled in the School who are receiving special Education and related service pursuant to an I.E.P.; and
- (c) The city, exempted village or local school district in which each student enrolled at The School is entitled to attend; and
- (d) Any additional information the Department determines is necessary to make payments to the School pursuant to ORC Chapter 3328.

- 3.4 **Accepted Proposal, Bylaws, Policies and Handbooks.** The Operator shall require that the Board of Trustees adopt bylaws in accordance with ORC 3328.13, subject to approval by the State Board. Any and all revisions to the bylaws are subject to approval by the State Board. Additionally, the Operator shall require that the Board of Trustees have in place a policy whereby any revisions to its policies, employee handbooks, and student handbooks are promptly updated upon implementation of such changes. In the event that any provision of the proposal accepted by the State Board, bylaws, policies, or handbooks conflicts with the terms of this Contract, the terms of this Contract shall supersede the conflicting provision.
- 3.5 **Outreach Program.** The Operator shall require that the Board of Trustees adopts an outreach program to inform every city, local, and exempted village school district in the state about the School and the procedures for admission to the School and for becoming a participating school district. The Operator shall require that the Board of Trustees adhere to FERPA in conducting its outreach program.
- 3.6 **Compliance.** The Operator shall require the Board of Trustees to comply with ORC sections 102.02, 3301.0710, 3301.0711, 3301.0712, 3301.0714, 3319.39, and 3319.391 as if the School were a school district and the Board of Trustees were a district board of education.
- 3.7 **Non-Sectarian.** The Operator will require the School to be nonsectarian in its programs, admission policies, employment practices, and all other operations, and that the School not be a sectarian school or religious institution.
- 3.8 **Disposition of Assets upon Closure.**  
In the event that the School permanently closes or permanently ceases operation for any reason, the assets of the School will be disposed of as follows:
- (a) Facilities constructed with funds contributed by the Ohio School Facilities Commission ("OSFC") will be disposed of in accordance with applicable state and federal law and the provisions of any Project Agreement entered into with OSFC or any Lease Payment Agreement with OSFC under ORC 3318.61. To the extent not inconsistent with any of the foregoing or with any other legal rights or obligations of the Operator, the School, or any other entity with a legal interest in such facilities, the Parties will by agreement determine the disposition of such facilities upon permanent closure of the School.
  - (b) All remaining funds and tangible and intangible assets, including without limitation real property, personal property, and intellectual property, will be disposed of as determined by the Board of Trustees and permitted by applicable law.
- 3.9 **Compliance with State Laws.** Except as otherwise provided in ORC Chapter 3328 and/or this contract, the Operator shall require that the School complies with the following ORC sections, as not in effect and as hereafter amended: 9.90 (School may purchase or procure insurance), 9.91 (School may place or purchase a tax-sheltered annuity for

educational employees), 109.65 (Missing children clearinghouse – missing children fund), 2151.421 (Reporting child abuse or neglect), 2313.18 (Employer may not penalize employee for being called to jury duty), 3313.50 (Record of tests – statistical data – individual records), 3313.536 (School safety plan for each school building), 3313.67 (Immunization of pupils – immunization records – annual summary), 3313.672 (Presenting school records, custody order if applicable and certification of birth by new pupil), 3313.719 (Food allergy protection policy), 3313.80 (Display of national flag), 3313.86 (Health and safety review), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3319.073 (In-service training in child abuse prevention programs), 3313.22 (Standards and requirements for educator licenses – local professional development committees), 3319.221 (School nurse and school nurse wellness coordinator), 3319.222 (Effect on certificates issued before change in law), 3319.223 (Ohio teacher residency program), 3319.224 (Contracts for speech and language or audiology services), 3319.225 (Temporary educator license for superintendent or other administrator), 3319.226 (Educator licenses for substitute teaching), 3319.227 (License for Teach for America program participants; optional training), 3319.228 (Issuance of license to those licensed in other states; list of states with inadequate licensure standards), 3319.229 (Requirements for the issuance and renewal of professional career-technical teaching licenses), notwithstanding 3319.22 through 3319.31, the School may engage non-certificated persons to teach up to twelve (12) hours per week pursuant to section 3319.301, 3319.313 (Information concerning improper conduct by licensed employee), 3319.311 (Investigations), 3319.312 (Effect of child support default on certificate or permit), 3319.313 (Information concerning improper conduct by licensed employee), 3319.314 (Report of improper conduct of employee kept in personnel file), 3319.316 (Participation in retained applicant fingerprint database), 3319.317 (False report of employee misconduct prohibited), 3319.321 (Confidentiality), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.41 (Corporal punishment policy), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee), Chapters 1347 (Personal Information Systems), 1702 (Non-Profit Corporation Law), 2744 (Political Subdivision Tort Liability), 3307 (State Teachers Retirement System), 3309 (Public School Employees Retirement System), 3365 (Post-Secondary Enrollment Options Program), 3742 (Lead Abatement), 4112 (Civil Rights Commission), 4123 (Workers' Compensation), 4141 (Unemployment Compensation), Chapter 4167 (Public Employment Risk Reduction Program) of the Ohio Revised Code, to the extent applicable and as if it were a school district.

- 3.10 **Compliance with Other Laws.** The School and the Parties shall comply with the United States Constitution, the Ohio Constitution, federal law, Ohio law and this Contract, as applicable.

#### **ARTICLE IV: EDUCATIONAL PROGRAM**

- 4.1 **Educational Program.** The Operator shall require that the School's educational and student-life programs include at least all of the following as age and grade appropriate, and as consistent with the mission of the School:

- (a) A remedial curriculum for students in grades lower than grade nine; and
  - (b) A college-preparatory curriculum for high school students that, at a minimum, shall comply with ORC 3313.603 as that section applies to school districts; and
  - (c) Extracurricular activities, including athletic and cultural activities; and
  - (d) College admission counseling; and
  - (e) Health and mental health services; and
  - (f) Tutoring services; and
  - (g) Community services opportunities; and
  - (h) A residential student life program.
- 4.2 **Qualifications for a Diploma.** The Operator shall require the School to award to students diplomas and/or honors diplomas in accordance with ORC 3328.25.
- 4.3 **Curriculum.** The Operator shall require that the School's curriculum is aligned with Ohio content standards, Ohio core curriculum, and the common core state standards as applicable. The School must demonstrate at any given time, and to the Department's satisfaction, the implementation of the aligned curriculum as stated in this section.
- 4.4 **Assessments and Performance Standards.** The Operator shall require the Board of Trustees to ensure that the School complies with ORC 3301.0710 (regarding statewide achievement tests) as if the School were a school district. In addition to the required testing, the School shall collect interim data regarding student progress. The School's academic and other performance shall be evaluated pursuant to Attachment 4.4 and any subsequent agreements between the Operator and the Department pursuant to that Attachment. Results from any nationally normed tests required by law and statewide achievement tests administered by the School must be submitted to the Department by the School within thirty (30) days of the School receiving the results of the tests administered.
- 4.5 **Student Progress.** The Operator shall require the School to develop a plan of intervention for all students not found proficient on the Ohio Achievement or Ohio Graduation Test or the current tests being required by the Department.
- 4.6 **Code of Conduct.** The Operator shall require that the Board of Trustees adopt an appropriate student code of conduct, which shall include at a minimum, provisions regarding anti-bullying and cyber-bullying, attendance and truancy.

## **ARTICLE V: CHILDREN WITH DISABILITIES**



5.1 **Definitions.** “Child with a disability,” “IEP,” and “school district of residence” have the same meanings as in section 3323.01 of the Revised Code.

5.2 **Compliance.**

(a) The Operator shall require the school to comply with ORC Chapter 3323 as if the School were a school district of residence.

(b) The Operator shall require the School to be knowledgeable about its obligations regarding the education of a child with a disability and to recognize that the school district in which a child with a disability is entitled to attend school and the child’s school district of residence, if different, are not obligated to provide the student with a free appropriate public education under ORC Chapter 3323 for as long as the child is enrolled in and attending the School.

5.3 **Students with Disabilities.** Upon admission or identification of any disabled student, the Operator shall require the School to adopt and comply, as applicable, with the Department’s Special Education Model Policies and Procedures, as well as with federal and state laws regarding the education of disabled students. The Operator shall require the School to provide all necessary services as provided in a student's Individual Education Plan ("IEP") or the School may contract for the provision of such services.

5.4 **Special Education Services.**

(a) Operator shall require the School to identify students with disabilities, develop IEPs, deliver a free and appropriate education, and determine appropriate placements as necessary.

(b) Operator shall require the School to operate its program consistent with Ohio Revised Code Chapter 3323 and Ohio Administrative Code Chapter 3301-51 and to cooperate with the Department to ensure compliance with the applicable requirements of IDEA.

(c) The Operator shall require the School to operate its program consistent with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. Students will be provided reasonable accommodations in accordance with law.

(d) The Operator shall require the School to provide special education and related services to students with disabilities who attend the school in a manner that complies with applicable federal, state and local laws and applicable regulations.

(e) The educational placements that are available to students are direct or other instruction in the regular classroom and direct instruction in a pull-out self-contained resource room. Beyond these placements, the full continuum of least restrictive environment placements and options is not available. Because the School is an inclusion-based college preparatory academic program, students can receive up to, but not more than, twenty percent of their regular school day instructional time receiving special education services outside of the regular classroom.

## **ARTICLE VI: ACCOUNTABILITY REPORTING/DATA SUBMISSION**

- 6.1 **Annual Report Card.** The Operator shall require the School to comply with ORC 3328.26 and to meet its obligations to report all data required by the Department for the issuance of an annual report card according to the deadlines as established by the Department for schools generally.

## **ARTICLE VII: TRANSPORTATION**

- 7.1 **Pupil Transportation.** The Operator shall require the Board of Trustees to establish a pupil transportation policy consistent with all provisions of the Ohio Revised Code, and all rules adopted in the Ohio Administrative Code, insofar as the same pertain to the construction, design, equipment, and mechanical operation of school buses and other vehicles transporting students both to and from School and/or any time a student is under the care, custody and control of the School. For purposes of the foregoing policy, the School shall be considered a school district and the School's Board of Trustees shall be considered a board of education.
- 7.2 **Drivers and Mechanics.** The Operator shall require the Board of Trustees to comply with all provisions of the Ohio Revised Code, and all rules adopted in the Ohio Administrative Code, pertaining to drivers and mechanics of approved school transportation vehicles as if the School were a school district and the Board of Trustees were a board of education.
- 7.3 **Scope.** This Article VII does not require the School to comply with pupil transportation related sections of the Ohio Revised Code or the Ohio Administrative Code insofar as they pertain to other than the construction, design, equipment, or mechanical operation of vehicles used to transport students.
- (a) The statutory and administrative requirements related to transportation with which the School need not comply include, but are not limited to, those that pertain to competitive bidding for the purchase of vehicles and those that pertain to student discipline in the context of transportation.
- (b) This Article VII solely concerns the manner in which pupils are transported; it does not create any obligation on the part of the School to transport pupils.

## **ARTICLE VIII: ADMISSION AND RESIDENTIAL**

- 8.1 **Admission of Students.** The Operator shall require that the Board of Trustees establishes and follows an admission policy that is consistent with ORC Chapter 3328 and other applicable law and meets the following criteria.

(a) Any student who satisfies the criteria for admission, as specified in Attachment 8.1 may apply for admission to the School. If the number of eligible applicants (i.e., those who meet the admission criteria) exceeds the capacity of the School as established by the Board of Trustees, admission shall be by lot.

(b) In the first year of operation, the School shall offer only grade six and shall not admit more than eighty students to the School. In each subsequent year of operation, the School shall add an additional grade level. At no time shall the School's total student population exceed four hundred students.

8.2 **Residential.** The Operator shall require the Board of Trustees provide residential services, which include the following components:

- (a) A residential student life program;
- (b) A safe, respectful, orderly, and nurturing environment conducive to learning;
- (c) School and campus security during all school and residential hours; and
- (d) Boarding/residential personnel.

#### **ARTICLE IX: STAFFING**

9.1 The Operator shall require the Board of Trustees to comply with ORC 3328.18, 3328.19, 3328.191, 3328.192 and 3328.193 as it relates to School employees.

9.2 **Collective Bargaining Rights.** The Operator shall require the Board of Trustees to adhere to ORC Chapter 4117 and Chapter 3328, as applicable.

9.3 **Criminal Records Checks.** The Operator shall require the Board of Trustees to comply with ORC 3319.39 and 3319.391 as if the School were a school district.

9.4 **Contracted Services.** The Board of Trustees may contract with third parties, public or private, to provide any services at the School (including but not limited to residential services). The Operator shall require the Board of Trustees to comply with applicable requirements of ORC 3328.20.

#### **ARTICLE X: FINANCIAL**

10.1 **Payments to School.** The Department shall follow and the Operator shall require the School to follow the provisions in ORC Chapter 3328 regarding the payment of funds to the School including the per-pupil boarding amount.

10.1.1 The funding approach for the operating expenditure funding is described in Attachment 10.1.1 and is subject to modification by mutual agreement of the Parties.

10.1.2 The per-pupil boarding amount shall be funded in accordance with ORC 3328.03 and 3328.34. Upon approval of a state appropriation for the per-pupil boarding amount, the Parties shall enter into a Memorandum of Understanding (MOU) describing the mechanism for said funding.

- 10.2 **Eligibility for Federal Funding.** To the extent permitted by federal law, the Department shall include the School in its annual allocation of federal monies under Title I of the “Elementary and Secondary Education Act of 1965,” 20 U.S.C. 6301, et seq, or any other allocation of federal moneys. The Department, Operator, and/or School may apply for any other federal moneys, including but not limited to through the E-Rate program, which may be used to support the School.
- 10.3 **Applications for Grants, Program Participation, Donations.** The School shall be considered a school district and its Board of Trustees shall be considered a board of education for the purpose of applying to any state or federal agency either for grants that a school district or public school may receive under federal or state law or any appropriations act of the general assembly or for applying to participate in any state or federal program in which a public school district may participate. The School may also apply to any private entity to receive and accept funds, which, upon receipt by the school, may be held, invested, or expended by the School in any manner determined by the Board of Trustees, in its exclusive discretion (consistent with applicable donor restrictions, if any).
- 10.4 **Fiscal Officer.** The Operator shall require the Board of Trustees to ensure that the School’s financial records are maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State, and audits shall be conducted in accordance with ORC 117.10. Prior to assuming the fiscal duties, the Fiscal Officer shall be licensed as provided for a school treasurer in ORC 3301.074. The Fiscal Officer shall execute a bond in an amount and with such surety as is approved by the Board of Trustees, payable to the State of Ohio, conditioned for the faithful performance of all of the official duties required of the Fiscal Officer. The bond shall be in an amount of not less than twenty-five thousand dollars (\$25,000). The bond shall be deposited with the Board of Trustees, and a copy thereof, certified by the Board of Trustees, shall be filed with the Department.
- 10.5 **Liability Insurance.** The Operator shall procure and maintain both comprehensive general liability insurance and comprehensive general motor vehicle liability insurance at all times in amounts not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary coverage in an amount no less than five million dollars (\$5,000,000). The insurance coverage shall cover the Operator as well as the School, the Board of Trustees, the State Board, and the Department as additional insureds, not just certificate holders, with respect to the operation of the School.

The Operator shall procure directors and officers liability/errors and omissions coverage in the amount of one million dollars (\$1,000,000) per occurrence. The insurance coverage must cover the Operator, the School, and the Board of Trustees and Officers, and be occurrence coverage rather than claims made coverage.

The Operator shall require that an insurance company providing coverage pursuant to this section to have an affirmative duty to provide the State Board copies of any and all policies, amendments, and notifications provided to the Operator. Additionally, the Operator shall also provide copies of any policies, amendments, and notifications received from an insurance company to the State Board's designee within a reasonable time after receipt. The Operator shall notify the State Board in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of any policies procured pursuant to this section. All selected insurers shall be licensed by the State of Ohio and rated B+ or better by A.B. Best or a comparable rating service.

10.6 **Indemnification.** The Operator shall defend, indemnify, save and hold harmless the State Board, the Department, the Superintendent of Public Instruction and the State Board's or Department's officers, employees and agents (each, an "Indemnified Party"), from any and all losses sustained by an Indemnified Party, including debts, judgments, mitigation costs, fees, liabilities obligations and damages arising directly from any of the following:

(a) A failure of the Operator or any of its' officers, directors, employees, agents or contractors to substantially perform any material duty, responsibility or obligation imposed by law or this Contract;

(b) A negligent action or omission by the Operator or any of its officers, directors, employees or contractors which directly or proximately causes injury, death or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal); and

(c) Any sum directly related to the School, the Operator or Board of Trustees that the Department may pay to lenders, vendors, receivers, parents, students, or third parties, which payment is caused by, or directly related to, any of the following, except to the extent any Indemnified Party is required to pay such obligation pursuant to this Contract or applicable law, or receives payment, or is entitled to payment, from any person:

(i) any material inaccuracy or breach of any representation by Operator under this Contract; or

(ii) any breach or any failure of the Operator to duly perform, comply with, or observe any material term, provision, covenant, agreement, obligation, or condition under this Contract or under the law, and any agreements delivered or connected herewith, to be performed, complied with, or observed by the Operator.

(d) The Operator shall have no obligations of indemnification pursuant to this Section 10.6 for losses arising from the negligence or intentional wrongdoing of any Indemnified Party, or the delay or failure of any Indemnified Party to perform, comply with, or observe any obligation or duty under law or this Contract.

## **ARTICLE XI: FACILITIES**

- 11.1 **Location of the School.** The Operator shall notify the Department of the location of the School within thirty (30) days of acquiring said location.
- 11.2 **Obligations Incurred by School.** The State and its instrumentalities, including the Department, shall not be liable for the debts, obligations or business of the School or the Board of Trustees. Notwithstanding the foregoing, the Department may request any information it reasonably deems necessary to assess adequate planning for the facilities used for the School.
- 11.3 **Compliance with Health and Safety Standards.** The Operator shall require that any facility used by the Board of Trustees for or by the School shall meet all health and safety standards established by law. Facilities will be maintained in clean and healthful condition. The School must keep all permits, inspections and certifications current and compliant.
- 11.4 **Classroom Facility.** The following requirements apply only to the facility in which the School will deliver the classroom portion of its academic program:
- (a) **Lease of Existing Facility.** If an existing facility will be leased by the Board of Trustees to be used as the Facility, a copy of the fully executed lease and any lease renewals or amendments must be provided to the Department within ten (10) business days of its execution and shall be incorporated into this Contract as Attachment 11.4.
  - (b) **Improvements by School to Leased Facility.** Any improvements to the leased facility used as the School that are funded by the School, directly or indirectly through payment of a fee to a management company must be accounted for in the School's books and records and in disposal of the School's assets upon closure.
  - (c) **Purchase of Existing Facility to be Used as School.** If an existing facility will be purchased by the Board of Trustees to be used as the School, a copy of the contract of sale and related documents must be provided to the Department within ten (10) business days of execution, and after purchase, a copy of the recorded conveyance documents shall immediately be provided to the Department.
  - (d) **Construction of Facility to be Used as School with OSFC Participation.** The construction of a facility to be used as the School with OSFC participation shall be governed by either ORC 3318.60 or 3318.61; the OSFC Project Agreement or lease payment agreement, respectively; and all applicable provisions of state and federal law.
  - (e) **Non-School Use of Facility.** Any lease, sub-lease or use of the School facility by any party, including the management company, must be documented in writing and comply with the private use provisions of federal law relating to the tax-exempt status of any securities issued in connection with the lease, acquisition, improvement or construction of the School facility.

(f) Changes in Use, Costs or Financing of Facility. There will not be material changes to the School facility and the number of square feet used will not be materially reduced without prior notification to the Department. Any lease, mortgage payments, or capital improvement costs must be consistent with the yearly budgets given to and approved by the Department. In any change of facility, the Department, at its sole discretion, but without obligation to do so, may request maps, plans, revised budgets showing adequate service of the debt and reserves for maintenance or repairs, and/or attorney, accountant or financial consultant assurances or opinions regarding structure, financing or otherwise.

- 11.5 **Residential Facilities.** The School shall acquire, provide and/or own residential facilities in compliance with all applicable law.

## **ARTICLE XII: DISPUTE RESOLUTION, TERMINATION, RENEWAL AND CLOSURE**

- 12.1 **Informal Dispute Resolution.** If the Department believes that the School and/or Operator is not in compliance with any provision of ORC Chapter 3328, bylaws as adopted by the Board of Trustees and approved by the Department, this Contract, or applicable rules adopted by the State Board, or if the Operator believes that the Department or the State Board is not in compliance with this Contract, the Parties shall, before taking any further action, informally confer with one another to address any identified concerns and attempt to resolve their concerns with the best interests of the students in mind. The Department and the Operator both anticipate a collaborative effort to create the best environment in which the School can succeed.
- 12.2 **Formal Dispute Resolution.** If the informal dispute resolution process fails to resolve an issue raised by the Department pursuant to 12.1, the Department may initiate the following sequence of actions in the order listed:
- (a) The Department shall provide written notice to the Operator describing with specificity all of the following: the provisions of the Contract, law, or regulations that the Department believes has been breached; the nature and extent of the breach; the harm, if any, caused by the breach; the Department's proposed resolution; and, if the Department believes that the breach is material and substantial, such that it could constitute good and just termination of this Contract, a notice that failure to remedy the breach could result in the Department recommending to the State Board that the Contract be terminated.
  - (b) The Operator may submit a corrective action plan to the Department within fifteen (15) business days of receipt of the notice. Within (15) business days of the Department's receipt of the corrective action plan, the Department and the Operator shall meet in person or via conference call to discuss the plan and modifications to the plan requested by the Department. If a corrective action plan is agreed to by the Parties, the written plan shall be executed by them, including a reasonable time frame for implementation of the plan.

(c) If no corrective action plan is timely submitted to the Department, if a plan is submitted but the Parties have not reached agreement with respect to it at the meeting described in (b) above, or if the Operator does not implement the corrective action plan within the time frame included in such plan, the Department may thereafter bring a recommendation to the State Board regarding the issue of non-compliance, as follows:

- (i) The Department shall provide written notice to the Operator of the recommendation it will make to the State Board, which notice shall describe with specificity the following: the nature and extent of the Operator's breach; the provisions of the Contract, law, or regulations breached; the harm caused by the breach; and the specific action(s) the Department anticipates recommending to the State Board.
- (ii) The Department shall not recommend to the State Board the termination of this Contract unless it determines in good faith that the breach that gave rise to the notice in (a) above is substantial and material, in violation of the agreed plan of correction, if any, and constitutes good and just cause for termination.
- (iii) The Operator shall not be liable for, and the Department shall not premise a recommendation to the State Board on, any breach that was caused at least in part by the action, delay or failure to act of the Department or the State Board.

(d) Upon receipt of the Department's recommendation, the Department shall appoint an independent hearing officer, who shall be a licensed Ohio attorney and who shall take testimony and review evidence in a manner that provides due process to the Operator and is mutually agreed to by the Parties. A stenographic record of the testimony and evidence submitted shall be taken. Following the hearing, the hearing officer will make a written report, including findings of fact, conclusions of law, recommendations of any corrective action(s) to take, and, if termination has been recommended by the Department, a recommendation to the State Board regarding whether the Operator has committed a material and substantial breach that violates the agreed plan of correction, if any, and constitutes good and just cause for termination of this Contract. Within thirty (30) days of receipt of the hearing officer's written report and recommendation, the Parties may submit written objections to the report and recommendation. Any submitted objections must be served on the other Party. Each Party will have an additional thirty (30) days following receipt of any objections served upon them to submit a written response to the objections. Costs of the hearing shall be shared equally between the parties. No hearing conducted pursuant to this subsection shall be conducted under ORC Chapter 119.

(e) The Operator shall be given at least thirty (30) days written notice of the meeting at which the State Board will consider the written report and recommendation of the hearing officer, together with the complete record of the hearing and any submitted written objections and/or written responses to objections served in accordance with subsection (d) above. Subject to the State Board's policies and procedures then in effect, upon the



request of the Operator, the State Board may order additional testimony to be taken and permit the introduction of further documentary evidence. The State Board may approve, modify, or disapprove the hearing officer's report and recommendation. If the State Board modifies or disapproves the hearing officer's report and recommendation, it must include in the record of its proceedings the reasons for such modifications or disapproval.

(f) If the formal dispute resolution process results in termination, the Operator may appeal that termination in accordance with ORC section 119.12.

12.3 **Termination by Agreement.** The Parties may terminate this Contract if and as agreed by them in writing.

12.4 **Renewal, Nonrenewal.**

(a) Automatic Renewal. Subject to the contingency in Section 13.2(a), and provided this Contract has not been nonrenewed pursuant to section (b) below, this Contract will automatically renew for successive five-year terms. Alternatively, by agreement, the Parties may renew this Contract on such other terms as agreed by them in writing.

(b) Nonrenewal.

(i) If the Department believes that the Operator's performance over the course of the then-current term as measured by mutually agreed performance benchmarks has not been generally satisfactory such that nonrenewal of the Contract is warranted, the Department shall give written notice to the Operator on or before October 1<sup>st</sup> of the final school year of the then-current term of the Contract. Such notice shall include a statement regarding the specific benchmarks that have not been met and the reasons that the Department considers the Operator's performance not to have been generally satisfactory over the course of the then-current term.

(ii) If the Operator has received the written notice described in (i) above, the Operator may, on or before November 15th of the final year of the then-current term of the Contract, submit a written request to the Department for a hearing under this provision. Immediately upon receiving such request, the Department shall appoint an independent hearing officer, who shall be a licensed Ohio attorney and who shall take testimony and review evidence in a manner that provides due process to the Operator and is mutually agreed to by the Parties. A stenographic record of the testimony and evidence submitted shall be taken. Following the hearing, the hearing officer will make a written report, including findings of fact, conclusions of law, recommendations of any corrective action(s) to take, and a recommendation to the State Board as to whether just cause to nonrenew exists based upon the Operator's performance with regard to the mutually agreed upon performance benchmarks. Within twenty-one (21) days of receipt of the hearing officer's written report and recommendation, the Parties may submit written objections to the report and recommendation. Any submitted

objections must be served on the other Party. Each Party will have an additional twenty-one (21) days following receipt of any objections served upon them to submit a written response to the objections. Costs of the hearing shall be shared equally between the parties. No hearing conducted pursuant to this subsection shall be conducted under ORC Chapter 119.

(iii) The State Board will consider the written report and recommendation of the hearing officer, together with the complete record of the hearing and any submitted written objections and/or written responses to objections served in accordance with subsection (ii) above. The State Board may approve, modify, or disapprove the hearing officer's report and recommendation. If the State Board modifies or disapproves the hearing officer's report and recommendation, it must include in the record of its proceedings reasons for such modifications or disapproval. The State Board may nonrenew this Contract by giving written notice of nonrenewal to the Operator on or before March 31st of the final year of the then-current term of the Contract, provided the State Board determines that just cause to nonrenew exists based upon the Operator's performance with regard to the mutually agreed upon performance benchmarks. The notice of nonrenewal shall be accompanied by a statement from the State Board indicating the conditions not satisfied and the basis for its determination that just cause exists for nonrenewal.

(iv) The State Board may, in lieu of nonrenewal, require the Operator to comply with its corrective action plan, a corrective action plan suggested by the hearing officer, or a corrective action plan that has been agreed upon by the Operator and the Department. Any decision of the State Board to nonrenew this Contract may be appealed by the Operator pursuant to ORC section 119.12.

- 12.5 **Closure.** If the School is required to close under Article XII or closes for any other reason, the Operator shall require that the Board of Trustees execute the closing as required herein. The Parties agree that the School shall continue to operate and receive all payments due hereunder through the end of the school year in which it is determined that the School must close. The programs provided to students and the funding provided to the School in the final year must continue without interruption or reduction unless program changes are agreed in writing by the Parties. The Department may, at its sole discretion, operate the School in the event the Board of Trustees or Operator fails to continue to operate the School through the end of such school year.

### **ARTICLE XIII: GENERAL PROVISIONS**

- 13.1 **Operator Acknowledgements.** The Operator recognizes and acknowledges, and shall require the Board of Trustees to specifically recognize and acknowledge the following:
- (a) The State Board's authority as established by the terms of this Contract and by applicable statute or rule.

- (b) The authority of public health and safety officials pursuant to applicable law to inspect and order School facilities closed if not in compliance with applicable health and safety laws or regulations.
- (c) The authority of the State Board to terminate the operations of the School under the terms of this Contract due to the circumstances and pursuant to the procedures enumerated herein and in compliance with applicable law.
- (d) The Department or the Department's designee has a legitimate educational interest in the educational records of the School and grants to the Department and the Department's designee the right to inspect educational records at the School under 20 U.S.C. § 1232g, the Family Rights and Privacy Act ("FERPA"), if and as permitted by that Act.
- (e) If the School closes, the presiding officer of the Board of Trustees shall collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the School and transmit these records to each student's district of residence as required by the attached closure procedures.
- (f) The Operator may be required to submit a plan of action, approved by the Department, to be undertaken if the School is reasonably unable to pay its obligations in the aggregate as they mature.

13.2 **Term.** This Contract shall be for a term commencing on the date of execution of this Contract and ending on June 30, 2018 (the "Expiration Date").

(a) It is understood that the Department's obligations under this Contract are funded in whole or in part by State funds. It is agreed that any and all obligations of State funds by the Department under this Contract are contingent on the availability of lawful appropriations by the Ohio General Assembly.

(b) If the General Assembly fails at any time to continue funding for the payments and/or other obligations that may be due under this Contract, the Operator shall have the option to terminate this Contract. Unless terminated for such failure by the Operator or otherwise terminated as provided herein, the Parties shall continue to perform all other of their respective obligations under this Contract.

13.3 **Opening of School.** The Operator shall require that the School open for operation no later than September 30<sup>th</sup> of any school year, beginning with the 2013-14 school year, unless the reasons for the failure to open are beyond the control of the Operator, are due to an unforeseen or emergency situation, or are due to other good cause.

13.4 **Headings.** Headings are for the convenience of the Parties only. Headings have no substantive meaning.

13.5 **Assignments.** Except as provided pursuant to Section 2.1 with respect to the State Board's authority to delegate responsibilities to the Department, this Contract and its

terms shall not be assigned or delegated without the express written approval of the other Party.

- 13.6 **Notice.** Any notice to one Party by the other shall be in writing and effective upon receipt, and may be satisfied by personal delivery or by any other means by which receipt can be documented, to each Party's respective designee.
- 13.7 **Severability.** Should any term, clause or provision of this Contract be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken and replaced with a provision as near as possible to the original intent.
- 13.8 **Changes or Modifications.** This Contract constitutes the entire agreement between the Parties and any changes or modifications of this Contract shall be made and agreed to in writing, authorized and executed by both Parties. Notifications required by this Contract shall not be considered changes or modifications of this Contract.
- 13.9 **Attachments.** All attachments to this Contract are attached hereto and incorporated herein by reference into the Contract.
- 13.10 **Choice of Law.** This Contract, addendums thereto, and attachments thereto shall be governed by and subject to Ohio law.
- 13.11 The Operator's proposal and attachments thereto are made a part of this Contract to the extent they do not conflict with any terms contained in this Contract. In the event of conflict, the terms in this Contract shall supersede any conflicting provisions.
- 13.12 As previously recited herein, the Parties agree that essential to the success of a public college-preparatory boarding school is its flexibility, adaptability, and capacity to change in the interests of continuous improvement, efficiency, and student achievement. The Parties expressly intend that the School evolve on an ongoing basis in response to the needs of the students (and potential students), educational research, and for other appropriate reasons, and such evolution is expressly permitted hereunder. This Contract, including any incorporated documents, is to be construed liberally to achieve the foregoing intent.
- 13.13 The Operator and the State Board shall each notify the other of a primary designated representative who may be contacted regarding any questions or concerns relevant to the subject matter of this Contract.
- 13.14 **Independent Contractor Relationship.** The Parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the Parties. Except as otherwise provided by law or this Contract (a) the State Board has no authority to bind or commit the Operator or School in any way, or to incur any obligation on the Operator's or School's behalf, and vice versa; and (b) the governing bodies of

the State Board and Department on the one hand and the Operator and the School on the other shall have exclusive control of the policies, management, assets, and affairs of their respective entities. Except as expressly provided herein, neither Party assumes any liability, by virtue of this Agreement, for any debts or other obligations incurred by the other Party to this Agreement or incurred by the School.

**STATE BOARD OF EDUCATION**

**Agreed on behalf of the State Board of Education**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OPERATOR**

**Agreed on behalf of the Operator**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **Attachment 3.9 Closing Procedures**

#### **I. Initial Notifications**

- A. Notify the Department that the School is closing and send the Board of Trustees resolution or an official Operator notice within 24 hours of the action which includes the date of closing of the School.
- B. Notify parents and each participating school district that the School is closing through a formal letter from the Board of Trustees and/or Operator within 24 hours of the action. The letter shall include the reason for the closing of the School, options for enrolling in public or private schools, and contact information.
- C. Notify relevant retirement systems.
- D. Notify the Schools' staff of the decision to close the school.
  - 1. Provide a clear written timeline of the closing process.
  - 2. Ensure that retirement system contributions are current.
  - 3. Clarify COBRA benefits and when medical benefits end.
  - 4. Remind the faculty of their obligation to teach up to the date of closing or otherwise determine that the School is properly staffed up to the time of closing.
  - 5. Ensure that each faculty member's LPDC information is current and available to the teachers.
  - 6. Provide Operator contact information to all staff.

#### **II. Records**

The Board of Trustees or Operator shall take control of and secure all school records, property and assets immediately when the School closes. Reference the following DAS site for records retention schedules: <http://apps.das.ohio.gov/rims/General/General.asp>

- A. Student records shall be put into order and transcript materials produced promptly;
- B. A final FTE review shall be requested while student records are on site at the closed School and original student records shall be retained for the final state audit;
- C. Copies of student records shall be provided by the School to all resident districts within seven business days of closure of the school; original records shall be sent by the Operator to resident districts upon completion of the final state audit. In the interim, Operator shall retain original records until completion of the audit;
- D. Special education records shall be provided directly to the receiving district for all students with disabilities, particularly for students with physical needs or low incidence disabilities.

#### **III. Final Payments and Adjustments; Audit**

- A. Arrange for and establish a date for the Auditor of State to perform a final closeout audit of the School.
- B. The Board of Trustees or Operator shall monitor the condition of the closed School and be prepared to receive or transmit funds on behalf of the School for two years following closure of the School and do all of the following:

1. Receive any funds or adjustments credited to the account of the closed School; and
2. Determine if any portion of any funds or adjustments can be applied to satisfy any remaining debt.

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**Attachment 4.4**  
**Assessments and Performance Standards**

1. Enrollment

The School will seek to enroll up to 80 students at the beginning of the school year for the first year of the School's operation.

2. Attendance

The School will establish attendance requirements that are consistent with Ohio's 93% attendance target.

3. Academic

In the School's first academic year, baseline academic and other data will be collected and modifications to the school's program based upon such data will be considered. The School and Operator will establish a goal-setting framework and process that will use that data and other information collected in the first year to set academic goals that will apply to the middle school. The School will provide a report to the Department within thirty (30) days of receiving official state test assessment results with proposed goals for assessment of the middle school program. The following are possible examples of such goals:

- a. A Value-Added Goal, aimed at getting a certain percent of seventh graders who were below proficiency in fifth grade to improve their proficiency level in seventh grade by a given amount (anticipating that the new proficiency goal may still be below the proficiency threshold for seventh graders, but would represent relative improvement compared to where the students were upon admission).
- b. An Overall Proficiency Goal that might, for example, set a target of 75% of the eighth grade class meeting state assessment pass requirements.
- c. A Middle School Completion Goal, which would establish minimum rates at which students would complete the School's middle school within three-year and four-year timeframes.
- d. A Retention Goal, which would set an average annual student reenrollment goal (of students eligible to re-enroll).

Within thirty (30) days of submission of the plan to the Department, the Department may propose to the School and Operator changes in the middle school plan. If the Department does not propose changes within the specified period, the School and Operator will put the middle school plan into effect. If the Department does propose changes within the specified period, the Parties will engage in a process aimed at modifying the middle school plan by mutual agreement.



The School and Operator will engage in a similar process at the end of the third year of operation to set academic goals for the high school program, including goals for overall proficiency and retention.

Within thirty (30) days of submission of the high school plan to the Department, the Department may propose to the School and Operator changes in the plan. If the Department does not propose changes within the specified period, the School and Operator will put the high school plan into effect. If the Department does propose changes within the specified period, the Parties will engage in a process aimed at modifying the high school plan by mutual agreement.

4. Report Card

Data included on the School's state report card pursuant to ORC 3328.26 and 3302.03 may, by agreement among the Operator, the School, and the Department, form the basis for future academic and/or performance goals for the School. The School is subject to the supports and interventions related to report card performance, unless otherwise mutually agreed to by the parties.

## **Attachment 8.1**

### **Eligibility and Admission of Students**

#### Eligibility

The School is a college-preparatory boarding school. As a public school, admission to School is open to Ohio residents who reside in a participating school district, who are entering the sixth grade or, after the first year of the School's operation, who are entering sixth grade or above, who meet eligibility criteria, who come from families whose income is below 200 percent of the federal poverty guidelines, and who submit a completed application together with all required documentation. The School will begin with a class of up to 80 sixth-grade students and will add a class every year until it reaches its capacity of 400 students in grades six through twelve.

The School welcomes students who may face challenges within their environment including, but not limited to, economic, social, and educational factors. Students must continue to express a desire to attend the School throughout their time at the School. The School serves students whose academic and social needs can adequately be met by the School's program and who are dedicated to successfully completing a college-preparatory education.

In accordance with section 3328.01 of the Ohio Revised Code, students applying to the School must be at risk of academic failure and meet at least two of the seven characteristics listed below:

- The student has a record of in-school disciplinary actions, suspensions, expulsions, or truancy;
- The student has not attained at least a proficient score on the state achievement assessments in English Language Arts, reading, or mathematics prescribed under section 3301.0710 of the Revised Code, after those assessments have been administered to the student at least once, or the student has not attained at least a score designated by the School on an end-of-course examination in English Language Arts or mathematics prescribed under section 3301.0712 of the Revised Code;
- The student is a child with a disability;
- The student has been referred for academic intervention services;
- The student's head of household is a single parent;
- The student's head of household is not the student's custodial parent; and/or
- An immediate member of the student's family has been imprisoned, as defined in section 1.05 of the Ohio Revised Code.

Students applying to the School must also meet the following criteria as prescribed by the State Board and the Operator:

- A student must have the potential for physical and social maturity to be independently successful in the School's non-therapeutic and non-treatment residential setting;
- A student must be able to meet health and safety standards for independent participation in a college preparatory boarding school; and

- A student must be able to participate in the academic curriculum without modification of the academic curriculum or course content.
- A student must be able to participate in the academic curriculum without modification of the academic curriculum or course content.

To ensure that the School has a student body that will meet the legislatively mandated criteria, the School's admissions application form will ask questions that will allow parents/guardians to indicate the above information. Additionally, the application process will allow for a student/family interview to ensure that parents/guardians understand the nature of each question. Subject to requirements established by law and approval of the Operator and the Department, the School may augment or otherwise modify the admission criteria in order to conform to the capacity of the School.

#### Admissions Process

The School will follow the below process related to applications, lottery and enrollment.

- a. The School determines enrollment period and makes public announcement of enrollment deadlines, to all participating school districts.
- b. The School receives completed applications for enrollment by posted deadline.
- c. All applications are reviewed by the admissions committee to confirm that each applicant meets the requirements which must be satisfied under ORC Chapter 3328, meets the School's admissions policy, and satisfies at least two of the seven characteristics. Documentation related to certain characteristics may be required.
- d. Any student with an Individualized Education Plan (IEP) must submit a current copy of that IEP and the student's most recent special education Evaluation Team Report for review by the school by the application deadline. The IEP will be reviewed by a panel of School representatives and special education educators to determine eligibility.
- e. If the School is under-subscribed at the end of the enrollment period, the School may choose to continue rolling admissions throughout the school year until capacity is reached. Once capacity is reached, additional applicants will be placed on a waiting list according to the order in which applications were received.
- f. If the School is over-subscribed at the end of the enrollment period, all of the applications will go into the lottery.
- g. The lottery is a system of random application selection that both identifies students for enrollment and generates the school's waiting list. The lottery process is complete when all accepted applications submitted during the enrollment period are publicly drawn in random order and placed on the waiting list.
- h. The waiting list ranks applications (identified by assigned number) that were submitted during the enrollment period. As spaces become available, they are offered to applicants according to the order of placement on the waiting list.
- i. Any application not included in the lottery process will be added to the waiting list in the order in which it was received.

### **Attachment 10.1.1 Per-pupil Operating Expenditure Funding**

The School will receive a fixed level of per pupil funding from July through October of each fiscal/academic year. Beginning in November of each year, the amount of per pupil funding will be trued-up against actual enrollment. The School will participate in ODE's system for reporting student name, start and end date of enrollment, and the school district of their residency.

#### ***Mechanism:***

1. The School will provide data to ODE enrollment tracking system including the student's name, date of enrollment in the School, date when enrollment in the School terminated, and the school district where the student's family resides. "Home" school districts will be able to view the enrollment data in the tracking system and have the ability to "flag" students attending the School if the home school believes the data is in error. The flag will indicate the type of the supposed error. Such flag will not stop funding immediately, but will be addressed by the School and the home school within thirty (30) days. In cases of continued dispute, a representative from the Department will intervene to make a residency determination.
2. The School will update enrollment data at least once a month, with each student counting as 1.0 if enrolled for the full year, or for students enrolled in the School for a portion of the year, a prorata portion of 1.0.
3. Participating school districts will notify the School when a student included in the state enrollment system flagged as attending the School enrolls in a school in their district.
4. The School and participating school districts will reconcile enrollment records if there are conflicts between enrollment data at the School and a participating school district. In determining the start date of a student's enrollment in the School, evidence of the student's transportation to the School or assignment to and presence in the School's residential program shall be considered definitive proof if consistent with the enrollment records at the School.
5. Enrollment data as of the last day of the academic year will be used to determine payments to the School through the month of June.
6. Payments for July-October of the first year will be based on the number of students admitted as a result of the initial student lottery, up to 80 students, with the per pupil rate equal to the weighted average per pupil spending, as calculated under ORC 3328, for students admitted for the first year of instruction.
7. Payments for subsequent July-October periods will be based on the number of students enrolled on the last day of the immediately previous academic year plus the number of students admitted for the upcoming academic year as reported to the Department by June 30<sup>th</sup>

of a year. The per pupil dollar amount for students admitted will be based on their school district of residence.

8. Per pupil payments for a month will be made to the School by the Department by the 10<sup>th</sup> business day of that month.

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